



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

July 29, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AMENDMENT TO
AGREEMENT FOR INTRA-AORTIC BALLOON PUMP AND CLINICAL PERFUSION
AND TECHNICIAN SERVICES AT HARBOR-UCLA MEDICAL CENTER
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Request approval to extend term of the Agreement on a month-to-month basis, not to exceed six months, to allow time to complete a solicitation for a successor agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement No. H-207630 with HCSG Cardiovascular Resources, Inc. (HCSG), for the provision of Intra-Aortic Balloon Pump (IABP) and Clinical Perfusion and Technician (CPT) services at Harbor-UCLA Medical Center (Harbor) to extend the term of the Agreement effective August 1, 2008 on a month-to-month basis not to exceed six months, with a maximum County obligation of \$576,039 for the six month period.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Amendment, substantially similar to Exhibit I, will ensure the continuation of critical IABP and CPT services at Harbor beyond the current Agreement expiration date of July 31, 2008. This additional time extension is necessary so that the Department of Health Services (DHS) can complete a Request for Information (RFI) solicitation process to determine if there are other qualified providers available and to obtain Board approval of a successor agreement. The RFI process has taken DHS much longer than anticipated and these IABP and CPT services must continue to be available with no lapse in the Agreement.

Implementation of Strategic Plan Goals

The recommended action supports Goal I, Service Excellence and Goal 7, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum County obligation for the entire six month extension period is \$576,039. Funding is included in the Department's Fiscal Year 2008-09 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1982, the County has contracted with various providers for IABP and CPT services for County medical centers.

On July 30, 2002, the Board approved an Agreement with Fresenius Medical Cardiovascular Resources, Inc., for the provision of IABP and CPT services at Harbor.

On May 9, 2007, a stock purchase agreement was approved between Fresenius and HCSG.

On January 29, 2008, your Board approved Amendment No. 2 to extend the Agreement for six months effective February 1, 2008 through July 31, 2008, to allow DHS to research other potential service providers.

County Counsel has approved Exhibit I as to form.

The Agreement may be terminated by either party with the provision of 30 days prior written notice.

CONTRACTING PROCESS

The existing contractor was selected as a result of a competitive bid process for IABP and CPT services.

The required services are highly specialized and require an agency to have staff on call on a 24 hour basis for the facility. During the previously approved Agreement extension, DHS planned to release the RFI solicitation and determine the potential availability of other qualified service providers. This process was delayed due to the time required to update and validate the technical requirements and locate potential contractors. The RFI has been released and based on the results, the Department will determine how many service providers exist, assess vendor qualifications and pricing, and select a vendor to provide these services.

DHS has determined that the provisions for the Living Wage Program (County Code Chapter 2.201) do not apply to this Amendment.

The RFI was posted on the County Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Amendment No. 3 will allow the Department to continue with uninterrupted IABP and CPT services at Harbor. There is no employee impact as these services are currently provided by a contractor.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:AMT:yb

Attachment

c: County Counsel
Interim Director, Department of Health Services

Exhibit I

Contract No. H-207630-3

**INTRA-AORTIC BALLOON PUMP AND CLINICAL PERFUSION TECHNICIAN
SERVICES AGREEMENT AT HARBOR-UCLA MEDICAL CENTER**

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HCSG CARDIOVASCULAR
RESOURCES, INC.
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"INTRA-AORTIC BALLOON PUMP AND CLINICAL PERFUSION TECHNICIAN
SERVICES", dated July 30, 2002, and further identified as County
Agreement No. H-207630, between the County and HCSG
Cardiovascular Resources, Inc. ("Contractor") and any Amendments
thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend the term of the Agreement and to revise the
maximum County obligation and make hereinafter designated
changes; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on August 1, 2008 and shall remain in full force and effect to, and including, October 31, 2008, and continue thereafter on an automatic month to month basis for a period not to exceed three (3) months through January 31, 2009.

2. Paragraph 1, TERM, shall be revised as follows:

"1. TERM: The term of this Agreement shall be extended effective August 1, 2008, and shall continue in full force and effect, unless sooner canceled or terminated as provided herein, to and including October 31, 2008, and thereafter on an automatic month to month basis for three (3) additional months."

3. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be replaced in its entirety as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: During the period August 1, 2002 through July 31, 2003, the maximum obligation of County for all services provided hereunder shall not exceed One Million, One Hundred Fifty-Two Thousand, and Seventy-Eight Dollars (\$1,152,078). This sum represents the total maximum obligation of County as shown in Schedule 'I' (Fee Schedule), attached hereto and incorporated herein by reference.

During the period August 1, 2003 through July 31, 2004, the maximum obligation of County for all services provided

hereunder shall not exceed One Million, One Hundred Fifty-Two Thousand, and Seventy-Eight Dollars (\$1,152,078). This sum represents the total maximum obligation of County as shown in Schedule I (Fee Schedule), attached hereto and incorporated herein by reference.

During the period August 1, 2004 through July 31, 2005, the maximum obligation of County for all services provided hereunder shall not exceed One Million, One Hundred Fifty-Two Thousand, and Seventy-Eight Dollars (\$1,152,078). This sum represents the total maximum obligation of County as shown in Schedule I (Fee Schedule), attached hereto and incorporated herein by reference.

During the period August 1, 2005 through July 31, 2006, the maximum obligation of County for all services provided hereunder shall not exceed One Million, One Hundred Fifty-Two Thousand, and Seventy-Eight Dollars (\$1,152,078). This sum represents the total maximum obligation of County as shown in Schedule I (Fee Schedule), attached hereto and incorporated herein by reference.

During the period August 1, 2006 through July 31, 2007, the maximum obligation of County for all services provided hereunder shall not exceed One Million, One Hundred Fifty-Two Thousand, and Seventy-Eight Dollars (\$1,152,078). This sum represents the total maximum obligation of County as

shown in Schedule I (Fee Schedule), attached hereto and incorporated herein by reference.

During the period February 1, 2008 through July 31, 2008, the maximum obligation of County for all services provided hereunder shall be Five Hundred Seventy-Six Thousand and Thirty-Nine Dollars (\$576,039), in accordance with Schedule I (Fee Schedule), attached hereto and incorporated herein by reference.

During the period August 1, 2008 through January 31, 2009, the maximum obligation of County for all services provided hereunder shall be Five Hundred Seventy-Six Thousand and Thirty-Nine Dollars (\$576,039), in accordance with Schedule I (Fee Schedule), attached hereto and incorporated herein by reference.

Program expenditures shall be in accordance with the Description of Services described in Attachment A for the program costs described in Schedule I, attached hereto and incorporated herein by reference. County reserves the right to adjust the allocation of program funds described in Schedule I only upon review and approval of Contractor's written request and justification. In such event, Contractor must submit their request to the Administrator according to the provision set forth in the Agreement under Paragraph 15, NOTICES."

4. Effective August 1, 2008, Schedule I for period of August 1, 2008 through January 31, 2009, shall be added to the Agreement.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Interim Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John Schunhoff, Ph.D.
Interim Director of Health Services
HCSG CARDIOVASCULAR RESOURCES, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Kathy Hanks, Director
Contract Administration & Monitoring
Contracts and Grants Division

AMENDCD.ev: 6/4/08